

A.G. Contract No. KR06-0753TRN
ADOT ECS File: JPA 06-031
Federal Project No: IM-010-B(007)B
Section: I-10 Papago Freeway
at Bullard Avenue-Traffic Signal
Enhancement/Maintenance
TRACS No.: 010 MA 126 H6780 01C
Budge Source: 14902

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT is entered into this date November 6, 2006, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction of a Traffic Interchange (TI) at Interstate-10 (I-10) and Bullard Avenue, herein referred to as the "Project", the City requests and the State agrees to incorporate certain enhancements to the Project, in which to use the City's modular pole equipment instead of the State's standard traffic signal equipment; including: electrical conduit and pull boxes for future signal interconnect; illuminated street signs, dome cameras, emergency vehicle preemption (EVP) system and uninterrupted power supply source, herein referred to as the City's Enhancements. The City shall be responsible for 100% of the City's Enhancement's costs, estimated at \$329,234.00, which includes a fixed credit in the amount of \$133,640.00, for the State's standard equipment.

4. It is also necessary and desirable that certain operations and maintenance activities be provided on the State highway system within the City's jurisdiction. The purpose of this Agreement is to set forth the responsibilities of the Parties as to the costs to design and construction of the Project to include the City's Enhancements; and upon completion of construction, the responsibilities of the operation and maintenance of traffic signals and/or highway lighting; and the City's Enhancements.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28530 A
Filed with the Secretary of State
Date Filed: 11/16/06
James K. Chaves
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the City's designated agent for the City's Enhancements to the Project and invoice the City \$329,234.00 for the estimated cost of construction, construction engineering (CE) and administration of the City's Enhancements to the Project, which include fixed rates and fixed costs, as shown on Exhibit A, attached hereto and made a part hereof. The actual costs of the City's Enhancements shall be determined upon completion of construction.

b. Prepare and incorporate the City's Enhancements in the design plans, specifications and other such documents required for the Project and provide to the City at 30%, 60% and 95% completion, for review and comments.

c. Upon receipt of the City's written concurrence of the design documents, call for bid, award one or more construction contracts for the Project. Administer the Project and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation attributable to the State as it relates to the State Project.

d. Be responsible for Bluestaking the Project.

e. Upon completion of construction, approve and accept the Project on behalf of the parties hereto and provide roadway maintenance to the Project within the State's control of access.

f. Upon completion of the Project and final inspection, notify the City in writing that the Project and the City's Enhancements have been constructed in accordance with the Project documents and are satisfactorily completed.

g. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

h. Provide a recapitulation of the City's Enhancements costs, including, but not limited to: design, construction, and design and construction administration costs and invoice or reimburse the City any difference between the estimated amount paid by the City and the actual costs of the City's Enhancements, which includes fixed rates and fixed costs, as shown on Exhibit A.

i. Assume no liability for the provisions set forth in this Agreement for the City. .

2. The City will:

a. Upon execution of this Agreement and within 30 days of receipt of an invoice, remit to the State \$329,234.00, for the estimated cost of construction, construction engineering (CE) and administration of the City's Enhancements to the Project, which include fixed rates and fixed costs, as shown on Exhibit A.

b. Review the construction documents and provide comments as appropriate.

c. Be responsible for any contractor claims for extra compensation attributable to the City.

d. Upon completion and acceptance of the Project, be responsible for the actual costs incurred by the State for the City's Enhancements. If necessary, reimburse the State within 30-days after receipt of an invoice, any difference between the estimated amount paid by the City and the actual costs of the City's Enhancements, which includes fixed rates and fixed costs, as shown on Exhibit A.

e. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

f. Be responsible for the overall operation and maintenance of the Traffic Signal System pursuant to JPA 79-007.

g. Be responsible for all electrical energy costs to operate the traffic signals and/or intersection lighting.

h. Be responsible for all routine maintenance, emergency maintenance and operations of traffic signals, and/or intersection lighting, including the City's Enhancements, as shown on the Project plan documents.

i. Be responsible for Bluestaking after installation of traffic signals.

j. Keep detailed maintenance records and said records shall be made available to the State upon request.

k. When utilized, any monthly telephone charges for interconnect circuits will be the responsibility of the City.

l. Should the City decide to relinquish control of the intersection, all modifications that took place due to this Agreement, shall be converted back to State standards prior to relinquishing.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until one or both parties provide 30-days notice of cancellation. The terms, conditions, and provisions of this agreement may be modified upon mutual consent of both parties by amendment of this Agreement.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

GOODYEAR CITY CLERK
ORIGINAL

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

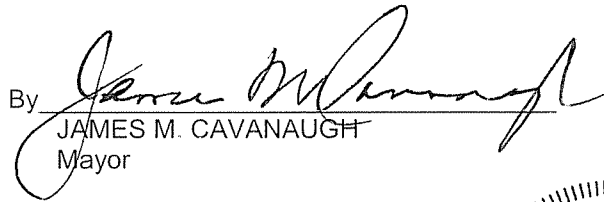
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
FAX: 602-712-7424

City of Goodyear
Public Works Director
120 E. Western Avenue
Goodyear, AZ 85338
FAX: 623-882-7520

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GOODYEAR

By 
JAMES M. CAVANAUGH
Mayor

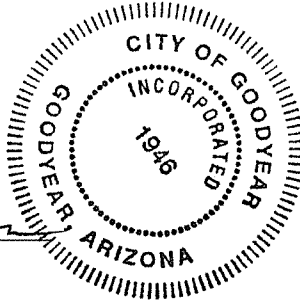
STATE OF ARIZONA

Department of Transportation

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer

ATTEST

By 
DEE COCKRUM
City Clerk



JPA 06-031
07Apr2006-lg -25July06-slc

GOODYEAR CITY CLERK
ORIGINAL

RESOLUTION NO. 06-1084

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO PROVIDE CITY FUNDING TO UPGRADE TRAFFIC SIGNALS AT I-10 & BULLARD AVENUE TO CITY STANDARDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement; and

WHEREAS, the City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement; and

WHEREAS, the State of Arizona has plans to design and construct new traffic signals in conjunction with the I-10 & Bullard Avenue traffic interchange; and

WHEREAS, the City of Goodyear desires to modify the traffic signals and related equipment from Arizona Department of Transportation standards to City of Goodyear Standards; and

WHEREAS, the City agrees to provide funding for the difference in the cost between Arizona Department of Transportation equipment and City of Goodyear equipment in the amount of \$329,234; and

WHEREAS, the City agrees to assume maintenance and operating responsibility for the traffic signals and related equipment upon acceptance of the project;

WHEREAS, this Resolution shall become effective as provided by law.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Manager is authorized to execute the attached Intergovernmental Agreement between the City of Goodyear, Arizona, and the State of Arizona for the funding of traffic signal enhancements.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Arizona, this 10 day of October, 2006.

Date: 10/10/06

Dee Cockrum, City Clerk

~~Roric Massey, City Attorney~~

Dated: 7, 2006

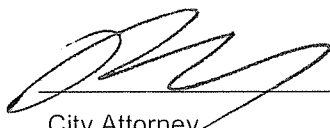


APPROVAL OF THE CITY OF GOODYEAR

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.


No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 12 day of October, 2006.



City Attorney

GOODYEAR CITY CLERK
ORIGINAL

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0753TRN (**JPA 06-031**), an Agreement between public agencies, i.e., The State of Arizona and The City of Goodyear, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 30, 2006

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:984994
Attachment